

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

UNITED STATES POSTAL SERVICE

and

**Cases 19-CA-234857
19-CA-242254
19-CA-242271
19-CA-242595
19-CA-242596**

**AMERICAN POSTAL WORKERS UNION,
PORTLAND AREA LOCAL 128, AFL-CIO**

DECISION AND ORDER

Statement of the Cases

On October 30, 2020, the United States Postal Service (the Respondent), American Postal Workers Union, Portland Area Local 128, AFL–CIO (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to Board approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board’s Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.¹

¹ We note that the remedy to which the parties have agreed differs in some respects from previous broad orders that the Board has issued against the Respondent in cases alleging that the Respondent has violated Sec. 8(a)(5) of the Act by failing and refusing to provide relevant information. See, e.g., *United States Postal Service*, 345 NLRB 426 (2005), enfd. 486 F.3d 683 (10th Cir. 2007); *United States Postal Service*, 28-CA-017383 et al., unpublished order issued November 4, 2002, enfd. Case 02-9587 (10th Cir. 2003). These broad orders, as enforced by the United States Courts of Appeals,

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

The Respondent provides postal services for the United States and operates various facilities throughout the United States in performing that function, including its facilities in Portland, Oregon. The Board has jurisdiction over the Respondent and this matter by virtue of Section 1209 of the Postal Reorganization Act (PRA).

2. The labor organizations involved

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the National Labor Relations Act (the Act), and a constituent local of the American Postal Workers Union, AFL-CIO (the National Union).

At all material times, the National Union has been a labor organization within the meaning of Section 2(5) of the Act.

3. The appropriate unit

(a) The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

At all present and subsequently acquired installations, facilities, and operations of the Employer, wherever located: Maintenance Employees, Motor-Vehicle Employees, Postal Clerks, Mail Equipment Shops Employees, Material Distribution Centers Employees, Operating Services and Facilities Services Employees; but excluding all managerial and supervisory personnel, professional employees, confidential employees, Postal Inspection Service employees, rural letter carriers, mail handlers, and letter carriers.

(b) For at least 20 years, and at all material times, the Respondent has recognized the National Union as the exclusive collective-bargaining representative of the unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from September 21, 2018, to September 20, 2021.

remain in effect, and the Board's approval of this stipulation does not modify these orders in any respect.

(c) At all material times, based on Section 9(a) of the Act, the Union, as a constituent local of the National Union, has been the exclusive collective-bargaining representative of the unit.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, at the MVS department located at 7007 NE Cornfoot Road, Portland, Oregon (the Portland MVS department), its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to provide the Union with information in its possession or control that is relevant and necessary to its role as the bargaining representative of unit employees and/or refusing to request that information from third parties.

(b) Delaying in providing the Union with information in its possession or control that is relevant and necessary to its role as the bargaining representative of unit employees and/or delaying in either requesting or providing that information or the responses to those requests for information, from third parties.

(c) Failing, refusing, and/or delaying in informing the Union that the information that the Union had requested, which is relevant and necessary to its role as the bargaining representative of unit employees, is not available or does not exist.

(d) Providing the Union with misleading, incomplete, and/or inaccurate information as a means of refusing and/or delaying in providing the Union with the information it has requested.

(e) In any like or related manner interfering with employees' rights under Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) To the extent not already provided, provide the Union with accurate, legible, and complete copies of all the relevant requested information as described in the consolidated complaint that issued on April 14, 2020. If the Respondent is unable to locate or secure any of the requested information, the Respondent will promptly provide an explanation to the Union as to the reasons for the unavailability of such information.

(b) Waive, for 30 days following the issuance of the Board's Order or the Respondent providing the information, whichever is longest, any contractual deadlines

to allow grievances related to the requested information where the Union missed those deadlines in whole or part due to the Respondent's delay.

(c) Upon request, provide the Union with information necessary and relevant to fulfill its statutory obligation as the exclusive bargaining representative. The Respondent will provide to union stewards of any union with which the Respondent has an exclusive collective-bargaining relationship at the Portland MVS department the name of the manager or supervisor who is designated to receive union requests for information in the MVS department and when that designated manager or supervisor has changed.

(d) The MVS manager or acting MVS manager, at the Respondent's Portland MVS department, will maintain an information request log that tracks when all requests for information are made, by whom the requests are made, a description of the information sought, to whom the requests are made, the information provided in response to the requests for information, and the dates the Respondent responds to the requests for information. The Respondent will provide all unions who represent employees at the Portland MVS department with reasonable access to the logs, described above, that pertain to their information requests.

(e) Require its legal or labor relations department to conduct semi-annual audits of the above-referenced logs at the Respondent's Portland MVS department, to ensure that the information requests of any union which represents employees at the Portland MVS department are being handled in a timely and appropriate manner and to ensure the logs are being properly maintained.

(f) Schedule annual training sessions on how to timely and appropriately respond to information requests and how to properly maintain information logs and require that all supervisors and managers at the Respondent's Portland MVS department attend the training.

(g) Regarding the training sessions above in paragraph 2(f), within 180 days of the approval of this Agreement, the Respondent will hold at least two mandatory trainings for all supervisors and managers at the Respondent's MVS department, regardless of any prior training received. The Respondent will incorporate the information request training into its regular training program for new supervisors and managers at the Portland MVS department.

(h) Within 14 days of the service by the Region, post at the Respondent's Portland MVS department located at 7007 NE Cornfoot Road in Portland, Oregon, copies of the attached Notice to Employees (Notice) marked "Appendix A," on forms provided by Region 19, after being signed by the Respondent's authorized representative. The Notice shall be posted by the Respondent for a period of sixty (60) days, in conspicuous places, including all places where notices to employees are normally posted.

(i) Within twenty (20) days of the issuance of the Board's Order, file with the Regional Director of Region 19 of the Board a sworn affidavit from a responsible official describing with specificity the manner in which the Respondent has complied with the terms of the Board's Order, including the locations of the posted copies of the Notice.

Dated, Washington, D.C., November 24, 2020.

John F. Ring, Chairman

Marvin E. Kaplan, Member

Lauren McFerran, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

American Postal Workers Union, Portland Area Local 128, AFL-CIO (the Union), is the exclusive collective-bargaining representative of the following unit of employees working in the Oregon and Washington communities of Portland, Astoria, Aurora, Banks, Battleground, Beaverton, Boring, Brush Prairie, Canby, Columbia City, Estacada, Gladstone, Gresham, Hillsboro, Kelso, Lake Oswego, Longview, Marylhurst, McMinnville, Moro, Mosier, Newberg, Oregon City, Rufus, St. Helens, Sherwood, The Dalles, Troutdale, Tualatin, Wasco, West Linn, Wilsonville, Woodburn, and Woodland:

All Maintenance Employees, Motor-Vehicle Employees, Postal Clerks, Mail Equipment Shops Employees, Material Distribution Centers Employees, Operating Services and Facilities Services Employees; but excluding all managerial and supervisory personnel, professional employees, confidential employees, Postal Inspection Service employees, rural letter carriers, mail handlers, and letter carriers.

WE WILL NOT refuse to timely notify the Union that information does not exist after it requests information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT unreasonably delay in providing the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT provide incomplete, inaccurate, or misleading responses to information requests made by the Union, where the information requested is relevant and necessary to its role as your bargaining representative.

WE WILL, to the degree we have not already, provide the Union with a complete, accurate, and legible copy(s) of the information it requested on November 9, 2018, and re-requested on May 3 and May 15, 2019; specifically, “the fair cost comparison the Service conducted with the Union concerning contracting out shuttle of mail from Target, Velotec, and Daddies Board Shop to the New Portland MOU.”

WE WILL, to the degree we have not already, provide the Union with a complete, accurate, and legible copy(s) of the information it requested on November 9, 2018, and re-requested on May 3 and May 15, 2019; specifically, “any and all Extra Trip Authorizations PS Form 5397 and the corresponding PS Form 5429 issued to HCRs for transportation of mail from Target, Velotec, and Daddies Board Shop to the New Portland MOU.”

WE WILL, to the degree we have not already, provide the Union with a complete, accurate, and legible copy(s) of the information it requested on November 9, 2018, and re-requested on May 3 and May 15, 2019; specifically, “the Contract between the Postal Service and the HCR's concerning the transportation of mail from Target, Velotec, and Daddies Board Shop and the New Portland MOU.”

WE WILL, to the degree we have not already, provide the Union with a complete, accurate, and legible copy(s) of the information it requested on November 9, 2018, and re-requested on May 3 and May 15, 2019; specifically, “the Notification sent to the APWU concerning contracting out of shuttling mail transportation of mail from Target, Velotec, and Daddies Board Shop to the New Portland MOU.”

WE WILL, to the degree we have not already, provide the Union with a complete, accurate, and legible copy(s) of the information it requested on November 9, 2018, and re-requested on March 21, April 10, and May 15, 2019; specifically, “the Contract between the Postal Service and the HCR's concerning the shuttle of mail between the New Portland MOU and Amazon Facilities.”

WE WILL, to the degree we have not already, provide the Union with a complete, accurate, and legible copy(s) of the information it requested on November 9, 2018, and re-requested on March 21, April 10, and May 15, 2019; specifically, “the Notification sent to the APWU concerning contracting out of shuttling mail between the New Portland MOU and the Amazon Facilities.”

WE WILL, to the degree we have not already, provide the Union with a complete, accurate, and legible copy(s) of the information it requested on November 9, 2018, and re-requested on March 21, April 10, and May 15, 2019; specifically, “the fair cost comparison the Service conducted with the Union concerning contracting out shuttle of mail between the New Portland MOU and the Amazon Facilities.”

WE WILL, to the degree we have not already, provide the Union with a complete, accurate, and legible copy(s) of the information it requested on November 9, 2018, and re-requested on March 21, April 10, and May 15, 2019; specifically, “any and all Extra Trip Authorizations PS Form 5397 and the corresponding PS Form 5429 issued to HCRs for performing shuttle of mail between the New Portland MOU and Amazon Facilities.”

WE WILL, to the degree we have not already, upon request, provide the Union with complete, accurate, and legible copies of any other information requested by that Union and which were related to the charges in Cases 19-CA-234857, 19-CA-242254, 19-CA-242271, 19-CA-242595, and 19-CA-242596.

WE WILL waive, for 30 days following the issuance of the Board’s Order or the Employer providing the information, whichever is longest, any contractual deadlines to allow the Union to file grievances related to the requested information where the Union missed those deadlines in whole or part due to the Respondent’s delay.

WE WILL maintain at our MVS department, located at 7007 NE Cornfoot Road in Portland, Oregon (the “Portland MVS department”), a log in which we will immediately record each information request that any union at this facility with which we have an exclusive collective-bargaining relationship makes, either orally or in writing, at the Portland MVS department.

WE WILL provide all unions who represent employees at the Portland MVS department with reasonable access to these logs that pertain to their information requests.

WE WILL provide annual training for each manager and supervisor who is designated to receive union requests for information at our Portland MVS department. Such training will encompass how to maintain the log and how to tender the relevant information to any union with which we have an exclusive collective-bargaining relationship at the Portland MVS department.

WE WILL provide to union stewards of any union with which we have an exclusive collective-bargaining relationship at the Portland MVS department, the name of the manager or supervisor who is designated to receive union requests for information in the MVS department and when that designated manager or supervisor has changed.

WE WILL require our legal or labor relations department to conduct semi-annual audits of the above-referenced logs at the Portland MVS department, to ensure that the information requests of any union with which we have an exclusive collective-bargaining relationship are being handled in a timely and appropriate manner and to ensure the logs are being properly maintained.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlrb.gov/case/19-CA-234857 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

